

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Prince Sports, Inc.	06/14/2011
RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 38	
Property Type	Number
Patent Number:	5211397
Patent Number:	5327714
Patent Number:	5417418
Patent Number:	5568921
Patent Number:	5470061
Patent Number:	6358165
Patent Number:	5464210
Patent Number:	5599019
Patent Number:	5562283
Patent Number:	5695418
Patent Number:	5642882
Patent Number:	5944625
Patent Number:	5810683
Patent Number:	5944624
Patent Number:	5993337

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OP \$1520.00 5211397

Patent Number:	6071203
Patent Number:	6234921
Patent Number:	6800239
Patent Number:	7309299
Patent Number:	7811178
Patent Number:	7883434
Patent Number:	7575527
Patent Number:	7727095
Patent Number:	7503860
Patent Number:	7651110
Patent Number:	7811500
Patent Number:	7727096
Patent Number:	7396303
Patent Number:	D394094
Patent Number:	D474820
Patent Number:	D378935
Patent Number:	D401639
Patent Number:	D387406
Patent Number:	D401635
Application Number:	11584197
Application Number:	11584200
Application Number:	11875253
Application Number:	12736282

CORRESPONDENCE DATA

Fax Number: (212)751-4864
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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ATTORNEY DOCKET NUMBER:	034784-0114
NAME OF SUBMITTER:	Angela M. Amaru

Total Attachments: 7

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of June 14, 2011 (this "Agreement"), is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders, the L/C Issuer and each other Secured Party (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of June 14, 2011 (as the same may be further amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), among the Grantor, Prince Sports Acquisition Holdings Corp., each other Person from time to time party thereto that is designated as a "Credit Party", the several financial institutions from time to time party thereto as Lenders, GE Capital, for itself, as a Lender, as Agent for all the Lenders and as L/C Issuer, and Madison Capital Funding LLC, for itself, as a Lender, and as Syndication Agent for all the Lenders, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each grantor thereunder (other than the Grantor) has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same may be further amended, restated, supplemented and/or modified from time to time, the "Guaranty and Security Agreement") to guaranty the Obligations; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following property of the Grantor (the "Patent Collateral"):

(a) all of its Patents, including, without limitation, those Patents referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(c) all IP Licenses providing for the grant to the Grantor of any exclusive right under any issued Patent (or application therefor), including, without limitation, those IP Licenses referred to on Schedule 1 hereto; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, it shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. The laws of the State of Illinois shall govern all matters arising out of, in connection with or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PRINCE SPORTS, INC., as Grantor

By: 
Name: Ken Daiss
Title: Chief Financial Officer, Vice President

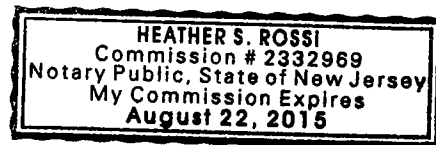
ACKNOWLEDGMENT

State of New Jersey)
County of Burlington)

SS.

On this 2 day of June, 2011 before me personally appeared Ken Daiss, as Chief Executive Office and Vice President, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Prince Sports, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public



[Signature page to Patent Security Agreement]

PATENT
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ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: Michelle Handy
Name: Michelle Handy
Title: Duly Authorized Signatory

[Signature page to Patent Security Agreement]

PATENT
REEL: 026460 FRAME: 0062

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

PATENTS AND PATENT APPLICATIONS

Patent Title		Application Number Patent Number	Filing Date Issue Date
1.	String vibration dampener for a tennis racquet	07827864 5211397	1/30/1992 5/18/1993
2.	Synthetic string for sporting application	07921771 5327714	7/30/1992 7/12/1994
3.	Monoshaft composite tennis racquet	07988579 5417418	12/10/1992 5/23/1995
4.	Racquet stringing machine	08142687 5568921	10/26/1993 10/29/1996
5.	Racquetball racquet having increased stiffness at tip	08267448 5470061	6/28/1994 11/28/1995
6.	Throatless squash racquet	08279837 6358165	7/25/1994 3/19/2002
7.	Long tennis racquet	08295300 5464210	8/24/1994 11/7/1995
8.	Handle pallet for implements such as sports racquets	08415348 5599019	4/30/1995 2/4/1997
9.	Sports racquet having power ring	08438981 5562283	5/11/1995 10/8/1996
10.	Shock absorbing grip for racquets and the like	08550219 5695418	10/30/1995 12/9/1997
11.	Butt cap for sports racquet	08615672 5642882	3/13/1996 7/1/1997
12.	Cushion bumper assembly for sports racquets	08751415 5944625	11/18/1996 8/31/1999
13.	Morph frame for sports racquet	08773208 5810683	12/23/1996 9/22/1998
14.	Notched slotted grommet for sports racquet	08935881 5944624	9/23/1997 8/31/1999

15.	Multi-hole grommet for sports racquets	09074955 5993337	5/8/1998 11/30/1999
16.	Two piece sports racquet	09133629 6071203	8/13/1998 6/6/2000
17.	Sports racquets with tripod weighting	09305768 6234921	5/5/1999 5/22/2001
18.	Method of manufacturing a two piece sports racquet	10084583 6800239	2/26/2002 10/5/2004
19.	Sports racquet with frame openings	10547067 7309299	12/5/2005 12/18/2007
20.	Golf head having a ported construction	11454414 7811178	6/16/2006 10/12/2010
21.	Composite bat having a multiple tube structure	11509999 7883434	8/26/2006 2/8/2011
22.	Composite bat having a single, hollow primary tube structure	11524990 7575527	9/20/2006 8/18/2009
23.	Shaft for a sports stick such as a hockey stick	11584197 ---	10/20/2006 ---
24.	Hockey stick having a single, hollow primary tube	11584198 7727095	10/20/2006 6/1/2010
25.	Sports racquet with string port holes	11584200 ---	10/20/2006 ---
26.	Sports racquet with multi-section frame	11584207 7503860	10/20/2006 3/17/2009
27.	Bicycle having multiple tube frame structure	11636314 7651110	12/8/2006 1/26/2010
28.	Method for manufacturing a sports racquet	11707845 7811500	2/15/2007 10/12/2010
29.	Composite hockey stick system	11752574 7727096	5/23/2007 6/1/2010
30.	Sports racquet with insert members for anchoring strings	11872770 7396303	10/16/2007 7/8/2008
31.	Method for Manufacturing a Racquet Frame for Sports Racquet and a Racquet Frame Thereof	11875253 ---	10/19/2007 ---

32.	An Improved Sports Racquet Structure	12736282 ---	01/24/2011 ---
33.	Tennis racquet	29008022 D394094	5/6/1993 5/5/1998
34.	Squash Racquet	29014077 D474820	10/12/1993 5/20/2003
35.	Grip for tennis racquet handle	29035047 D378935	2/17/1995 4/22/1997
36.	Portion of a grip for sports racquet	29045504 D401639	10/23/1995 11/24/1998
37.	Decorative handle for sports racquets	29053332 D387406	4/12/1996 12/9/1997
38.	Tennis racquet	29059718 D401635	8/30/1996 11/24/1998

EXCLUSIVE IP LICENSES

None.